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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/036,124	12/26/2001	Alan A. Candos	12930US01	3423
7590 03/24/2006 McAndrews, Held & Malloy, Ltd. 34th Floor 500 West Madison Street Chicago, IL 60661			EXAMINER TOMASZEWSKI, MICHAEL	
			ART UNIT 3626	PAPER NUMBER

DATE MAILED: 03/24/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	Application No. 10/036,124	Applicant(s) CANDOS, ALAN A.	
	Examiner Mike Tomaszewski	Art Unit 3626	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 26 December 2001.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 26 December 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
     Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
     Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |                                                                                                    |                                                                             |
|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                        | 4) <input type="checkbox"/> Interview Summary (PTO-413)                     |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)               | Paper No(s)/Mail Date. _____                                                |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date <u>07 June 2004</u> .                                                        | 6) <input type="checkbox"/> Other: _____                                    |

**DETAILED ACTION**

***Notice To Applicant***

1. This communication is in response to the application filed on 26 December 2001. Claims 1-20 are pending. The IDS statements filed 22 October 2002 and 07 June 2004 have been entered and considered.

***Claim Rejections - 35 USC § 103***

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Allstate® (<http://web.archive.org/web/20010405114111/www.allstate.com>; hereinafter Allstate), in view of Lombard Jr., John J. ("Use of the durable Power of Attorney: An Important Property Management Tool" Copyright 1997. Trust & Financial Advisor. Vol. 12. pg. 4; hereinafter Lombard).

(A) As per claim 1, Allstate discloses a homeowner's insurance method which accounts for the absence of the homeowner from the insured home, comprising:

- (a) establishing an insurance policy between the insurance company and the homeowner for insuring a home (Allstate: pg. 1-13);
- (b) establishing an agreement between an insurance company and a homeowner (Allstate: pg. 1-13), including:
  - (1) identifying at least the home owner (Allstate: pg. 1-13);
  - (2) acknowledging that said homeowner/insured party is authorized to act for the insured party (Allstate: pg. 1-13);
- (c) notifying said insurance company of the occurrence of an insured event (Allstate: pg. 1-13);
- (d) submitting a claim under said insurance policy (Allstate: pg. 1-13); and
- (e) making a performance on said claim by said insurance company under said insurance policy (Allstate: pg. 1-13).

As per the recitations pertaining to "identifying at least one neighbor of the home owner," "acknowledging that said neighbor is authorized to act for the insured party," providing a key to said neighbor," and "submitting by said neighbor a claim under said insurance policy," it is respectfully submitted that the concept of an individual or entity empowering another (e.g., a neighbor, *etc.*) to, *inter alia*, act on their behalf (e.g.,

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authorization to submit a claim for them, *etc.*) is well-known and obvious, as evidenced by Lombard's teaching of durable power of attorney.

One of ordinary skill would have found it obvious at the time of the invention to combine the teachings of Lombard with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

Examiner has also taken note of various well known contractual/legal theories and commonly used techniques to accomplish the task of empowering an individual to act on behalf of another, such as the following summarized below:

- Agency Theory (principle empowering agent)

Examiner notes that agency is an area of law dealing with a contractual or quasi-contractual relationship between at least two parties in which, one the principal, authorizes the other, the agent, to represent her or his legal interests and to perform legal acts that bind the principal. The agent, has a fiduciary relationship with and is under a legal duty to act in the best interests of the principal. More simply, an agent is one who has authority to act for another.

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- Proxy or Power of Attorney

Examiner notes further that a power of attorney is a contractual/legal instrument that authorizes an individual to act on behalf of someone else.

- Property Management Techniques

Lastly, Examiner notes that property management services are well known and generally include a range of functions concerned with, *inter alia*, looking after buildings, maintenance including repair, insurance, and/or looking after a property on behalf of its owner.

(B) As per claim 2, Allstate fails to expressly disclose a method according to claim 1 wherein said step of establishing an agreement occurs subsequent to the step of establishing an insurance policy.

Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

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(C) As per claim 3, Allstate discloses a method according to claim 1 wherein said insured event is damage to the home (Allstate: pg. 1-13).

(D) As per claim 4, Allstate discloses a method according to claim 3 and further including said insurance company submitting a written plan for repair of said damage (Allstate: pg. 1-13).

(E) As per claim 5, Allstate fails to expressly disclose a method according to claim 4 and further including approval by said neighbor of said plan for repair of said damage.

Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

(F) As per claim 6, Allstate discloses a method according to claim 5 wherein said step of making performance includes repairing said damage in accordance with said plan by a repairperson (Allstate: pg. 1-13).

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(G) As per claim 7, Allstate discloses a method according to claim 1 wherein said step of making performance includes payment of monies by the insurance company (Allstate: pg. 1-13).

(H) As per claim 8, Allstate discloses a method according to claim 1 wherein said payment is made directly to a repairperson (Allstate: pg. 1-13).

(I) As per claim 9, Allstate fails to expressly disclose a method according to claim 1 wherein said step of establishing an agreement includes an agreement in addition to said policy wherein said neighbor acknowledging in writing the duties of said neighbor.

Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

(J) As per claim 10, Allstate fails to expressly disclose a method according to claim 1 wherein said step of establishing an agreement includes an agreement in addition to said policy wherein said home owner agreeing in writing to be bound by decisions of said neighbor.



Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

(K) As per claim 11, Allstate discloses a method according to claim 1 wherein said occurrence of said insured event occurs at a time said home owner is absent from said home (Allstate: pg. 1-13).

(L) As per claim 12, Allstate fails to expressly disclose a method according to claim 1 wherein said step of notifying is performed by said neighbor.

Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

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(M) As per claim 13, Allstate fails to expressly disclose a method according to claim 1 and further including said neighbor providing said insurance company with access to said home after said occurrence of said insured event.

Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

(N) As per claim 14, Allstate fails to expressly disclose a method according to claim 1 and further including said insurance company providing a damage estimate to said neighbor.

Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

(O) As per claim 15, Allstate discloses a method according to claim 1 and further including the step of inspection of said repair of said home (Allstate: pg. 1-13).

(P) As per claim 16, Allstate fails to expressly disclose a method according to claim 1 wherein said key is an access code, combination, or password that provides access to said home.

Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

(Q) As per claim 17, Allstate fails to expressly disclose a method according to claim 1 wherein said neighbor resides on property adjacent to that occupied by said home.

Nevertheless, Examiner respectfully submits that this feature is old and well known and obvious.

One of ordinary skill would have found it obvious at the time of the invention to combine this feature with the teachings of Allstate with the motivation of providing a means for an individual or entity to manage the affairs of another individual or entity (Lombard: pg. 4-9).

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(R) As per claim 18, Allstate discloses a method according to claim 1 wherein said establishment of an insurance policy step consists of the renewal of an insurance policy (Allstate: pg. 1-13).

(S) Claims 19-20 substantially repeat the same limitations as claims 1-18 and therefore, are rejected for the same reasons given for those claims and incorporated herein.

### ***Conclusion***

4. The prior art made of record and not relied upon is considered pertinent to Applicant's disclosure. The cited but not applied art teaches a multi-risk insurance system and method (US 2002/0103678); an integrated home inspection and home warranty system (US 2003/0040934); and a method of evaluating and classifying living structures for estimating potential damage thereto from physical disturbances (5,842,148).

The cited but not applied prior art also includes non-patent literature articles by Reilly, John W. ("The Language of Real Estate" Copyright 1977.); Grossman, Elliot ("House Inspections Revived Planners Want Checks Before Homes Are Sold" Jun 9, 1993. The Morning Call. Pg. B.01.); Hymer, Dian ("Starting Out: The Complete Home Buyer's Guide" Copyright 1997. Chronicle Books.); Orlando Sentinel ("Getting Federal Aid Box" Mar 1, 1998. pg. M.11.); Google ([www.google.com](http://www.google.com)); Saunders, Laura ("A

Stitch In Time" Jun 15, 1998. Forbes. Vol. 161., Iss. 12. pg. 168.); and Espinoza, Galina ("Your Family Needs These Safeguards" Oct 1997. Money. Vol. 26, Iss. 10. pg. 143.).

5. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Mike Tomaszewski whose telephone number is (571)272-8117. The examiner can normally be reached on M-F 7:00 am - 3:30 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on (571)272-6776. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

MT



C. LUKE GILLIGAN  
PATENT EXAMINER